

Exhibit 4 to Exhibit A

Page 1

Page 3

1IN THE UNITED STATES DISTRICT COURT
2FOR THE EASTERN DISTRICT OF TEXAS
3TEXARKANA DIVISION
4
5) MOTOROLA MOBILITY, INC.,)
6and GENERAL INSTRUMENT)
7CORPORATION,)
8
9Plaintiffs,)
10vs.) No. 5:11-cv-00053-JRG
11
12TIVO INC.,)
13
14Defendant.)
15
16))
17TIVO INC.,)
18
19Counterclaim Plaintiff,)
20
21vs.)
22))
23MOTOROLA MOBILITY, INC.,)
24GENERAL INSTRUMENT)
25CORPORATION, TIME WARNER)
CABLE INC., and TIME WARNER)
CABLE LLC,)
Counterclaim Defendants.)
HIGHLY CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY
VIDEOTAPED DEPOSITION OF ADAM S. TOM
San Francisco, California
Friday, February 1, 2013
Volume I
Reported by:
SUZANNE F. BOSCHETTI
CSR No. 5111
Job No. CS1601140
PAGES 1 - 132

1APPEARANCES:
2
3For Plaintiffs and Counterclaim Defendants:
4DLA Piper LLP (US)
5BY: AARON FOUNTAIN, ESQ.
6401 Congress Avenue, Suite 2500
7Austin, Texas 78701-3799
8(512) 457-7000
9Aaron.fountain@dlapiper.com
10
11For Defendant and Counterclaim Plaintiff:
12IRELL & MANELLA LLP
13BY: RICHARD M. BIRNHOLZ, ESQ.
141800 Avenue of the Stars, Suite 900
15Los Angeles, California 90067
16(310) 277-1010
17Rbirnholz@irell.com
18
19Videographer:
20BART REIS, Veritext
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Page 2

Page 4

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25CORPORATION, TIME WARNER)
CABLE INC., and TIME WARNER)
CABLE LLC,)
Counterclaim Defendants.)
Highly Confidential, Outside Attorneys'
Eyes Only Videotaped Deposition of ADAM S. TOM,
Volume I, taken on behalf of Plaintiffs Motorola
Mobility, Inc., et al., at 555 Mission Street, Suite
2400, San Francisco, California, beginning at 10:07
a.m. and ending at 1:40 p.m., on Friday, February 1,
2013, before SUZANNE F. BOSCHETTI, Certified
Shorthand Reporter No. 5111.

1INDEX
2WITNESS: EXAMINATION PAGE
3ADAM S. TOM
Volume I
4
5BY MR. FOUNTAIN 9
6
7BY MR. BIRNHOLZ 38
8
9EXHIBITS
10NO. DESCRIPTION PAGE
11Exhibit 1 Imedia Corporation 12
Memorandum to J. Heller,
et al., November 11, 1994,
Bates Nos. M-GI0101675 -
676
12Exhibit 2 Imedia Corporation Home 13
Video Server Product
Definition, Bates Nos.
M-GI0101185 - 200
13
14Exhibit 3 Letter to Jeff Yang, 15
December 13, 1994, Bates
Nos. M-GI0101243
15
16Exhibit 4 Executive Summary, April 18
1994, Bates Nos. I&M 02545
- 02546
17
18Exhibit 5 Forwarded email from 19
atom@jungle.imedia.com
January 25, 1995, Bates
Nos. M-GI0102130
19
20Exhibit 6 Faxed Confidential 21
Nondisclosure Agreement to
Robert Strawbrizh, 8/4/94,
Bates Nos. I&M 02440 -
02443
21
22
23
24
25

Page 21

1 "In the interim, I will fax a copy of
 2 our Firm's references as well as some
 3 comments on the non-disclosure"?
 4 A I do.
 5 Q Prior to this email, had you sent Geoff
 6 Yang a nondisclosure agreement?
 7 MR. BIRNHOLZ: Objection. Form.
 8 THE WITNESS: I -- it was -- it was
 9 customary for us to do that, so -- and it looks like
 10 I did because he says that he will fax a copy of
 11 their firm's references to us and his comments on
 12 our nondisclosure.
 13 (Deposition Exhibit 6 marked by the court
 14 reporter.)
 15 BY MR. FOUNTAIN:
 16 Q Mr. Tom, you've been handed a document
 17 marked Exhibit 6 bearing a Bates No. I&M 02440.
 18 Do you recognize Exhibit 6?
 19 A Yes.
 20 Q What is Exhibit 6?
 21 A It is a facsimile from me to our IP counsel
 22 at Irell & Manella whose name is Robert Strawbrich
 23 and it's dated August 4th, 1994. And what it is is
 24 I am sending to Robert a copy of our NDA for him to
 25 look at and to -- to talk about and get his comments

Page 22

1 on.
 2 Q And is this the NDA -- strike that.
 3 How many NDA's did Imedia use in its
 4 business?
 5 MR. BIRNHOLZ: Objection, form.
 6 THE WITNESS: We would have had one NDA
 7 that we would use.
 8 BY MR. FOUNTAIN:
 9 Q And was that NDA the result of -- strike
 10 that.
 11 Did that NDA come out of this document plus
 12 the revisions made with counsel?
 13 MR. BIRNHOLZ: Objection to form. Calls
 14 for speculation. No foundation.
 15 THE WITNESS: So Irell & Manella was our IP
 16 counsel, and we would have had them create our --
 17 our NDA, because that dealt with intellectual
 18 property.
 19 BY MR. FOUNTAIN:
 20 Q And was that NDA shared with potential
 21 investors?
 22 A It was.
 23 MR. BIRNHOLZ: Objection to form. No
 24 foundation.
 25 THE WITNESS: Yes, we shared our NDA with

Page 23

1 potential investors. It was our practice then to
 2 have them sign them.
 3 MR. BIRNHOLZ: I'll also interpose a motion
 4 to strike the testimony as nonresponsive.
 5 (Deposition Exhibit 7 marked by the court
 6 reporter.)
 7 BY MR. FOUNTAIN:
 8 Q Mr. Tom, was it your practice to have
 9 potential investors sign an NDA?
 10 MR. BIRNHOLZ: Objection. Leading.
 11 THE WITNESS: Yes, it was.
 12 BY MR. FOUNTAIN:
 13 Q You've been handed a document marked as
 14 Exhibit 6 bearing Bates Nos. M-GI0101244.
 15 A It's Exhibit 7 is what I have.
 16 Q My mistake. Exhibit 7 bearing Bates Nos.
 17 M-GI0101244.
 18 Mr. Tom, do you recognize Exhibit 7?
 19 A I do.
 20 Q What is Exhibit 7?
 21 A It's a letter from me to Geoff Yang at IVP
 22 dated February 1st, 1994, though that year I believe
 23 is wrong. And it's a letter from me to Geoff saying
 24 that here -- I was giving him a copy of the slides
 25 that we presented to him, and two original copies of

Page 24

1 our NDA -- in the letter I call it a Confidential
 2 Disclosure Agreement, but it's the same thing --
 3 with the changes that he requested. And I signed
 4 both of them.
 5 MR. BIRNHOLZ: I'm going to object to the
 6 testimony to the extent the document has been
 7 mischaracterized and it was not read.
 8 BY MR. FOUNTAIN:
 9 Q Back up to the date. I believe you
 10 testified that you believe the date was wrong. Why
 11 is that?
 12 A Because on February 1st, 1994, we were
 13 still working at General Instrument, and we had not
 14 formed Imedia Corporation yet, so I would not have
 15 sent this at that time. Also we had -- we had made
 16 contact with IVP at the end of 1994, beginning of
 17 1995. And I recall that we -- we met with IVP
 18 sometime in the early part of 1995, so I believe
 19 that this document should be February 1st, 1995,
 20 which would make sense.
 21 Q In the first sentence of the opening
 22 paragraph of the letter where it states:
 23 "And two original copies of Imedia's
 24 Confidential Disclosure Agreement with the
 25 changes that you requested" --